

# **NATCHITOCHEs CITY COUCIL MEETING**

**MAY 10, 2010**

**7:00 P.M.**

## **A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF APRIL 26, 2010**
5. **CONGRATULATIONS:**    **NATCHITOCHEs CENTRAL HIGH SCHOOL ORCHESTRA, THIRD IN NATION**  
(Syl Young Olson, Gilen Norwood)
6. **SPECIAL RECOGNITION** – **NATCHITOCHEs AREA JAYCEES - HERO OF THE MONTH – STAFF SERGEANT BLAKE FOWLER (Joe Evans & Jaycees)**
7. **BIDS – REJECT:**  
**#037    Morrow**      Resolution Authorizing the Mayor to Reject Bids Received for the Improvements to the Ben Johnson Park, Phase II, Concession Building and Park Equipment (Bid #0491)  
Committee: Pat Jones; Edd Lee; Sylvia Morrow; Kendrick Llorens; Norman Nassif, Engineer
8. **BIDS – AWARD:**  
**#027    Nielsen**      Ordinance Authorizing the Mayor to Award the Bid for the Purchase of 75 Tons of Liquid Chlorine for the Water Treatment Plant (Bid #0498)  
Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly
- #028    Mims**      Ordinance Authorizing the Mayor to Award the Bid for the Purchase of 125 Tons of Bulk Hydrated Lime for the Water Treatment Plant (Bid #0499)  
Committee: Pat Jones, Edd Lee, Sylvia Morrow, Bryan Wimberly
9. **BIDS – ADVERTISE:**  
**#038    Payne**      Resolution Authorizing the Mayor to Advertise for Bids for the Ben Johnson Park, Phase II, Concession Building and Park Equipment (Bid #0501)  
Committee: Pat Jones; Edd Lee; Sylvia Morrow; Kendrick Llorens; Norman Nassif, Engineer
- #039    McCain**      Resolution Authorizing the Mayor to Advertise for Bids For Window Improvements at Central Fire Station (Bid No. 0502)  
Committee: Pat Jones; Edd Lee; Jack McCain; Dennie Boyt; Norman Nassif, Engineer
10. **ORDINANCES - INTRODUCTION:**  
**#024    McCain**      Ordinance Authorizing The City To Enter Into A Exchange, Boundary Agreement And Recognition Of Title With L&E Realty, L.L.C., To Establish The Boundary Between Tracts Owned By The City And L&E Realty, L.L.C., Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Exchange, Boundary Agreement And Recognition Of Title By The Mayor After Due Compliance With The Law, And Providing For Advertising
- #025    Mims**      Ordinance Revoking The Dedication Of A Portion Of Adams Street Between The Edge Of The Improved Asphalt Street Surface Of Adams Street And Cane River Lake, Declaring That Said Portion Of Street Is Abandoned And The Dedication Revoked, Retaining An Easement Across The Former Street For Public Utility Purposes, Providing For An Effective Date Of The Ordinance, And Savings Clause

- #026 Nielsen** Ordinance Amending the 2009 – 2010 Budget to Reflect Additional Revenues and Expenditures
11. **REPORT:** Sylvia Morrow, Councilwoman-District III  
Signs of Caring – Spreads Across our Community
12. **RESOLUTIONS:**
- #035 Morrow** Resolution Authorizing the Mayor to Execute An Agreement Implementing a Portion of the Approved FAA and DOTD Master Plan, Action Plan, and/or Airport Layout Plan with FAA and Implementing a Portion of Plan to Install Additional Fencing
- #036 McCain** Resolution Authorizing the Mayor to Execute An Agreement Implementing a Portion of the Approved FAA and DOTD Master Plan, Action Plan, and/or Airport Layout Plan with FAA and Implementing a Portion of Plan to Replace The Two Airport Gate Operators
- #040 Payne** Resolution Authorizing The Mayor, Wayne Mccullen To Execute An Application And Agreement With Fuel Trac To Provide A Fleet Card Program For The City Of Natchitoches, Louisiana With A Term Of Three Years
13. **OTHER BUSINESS**
14. **NOTICE:** City of Natchitoches offices will be closed May 31, 2010 for the Memorial Day Holiday
15. **ADJOURNMENT**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "[Request to Address City Council](#)" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, MAY 10, 2010, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday May, 10, 2010, at 7:00 p.m.

There were present:

Councilmen;  
Jack McCain  
Larry Payne  
Dale Nielsen  
Councilwoman Sylvia Morrow

Absent:           None

The Mayor welcomed those in attendance.

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Councilman Don Mims.

The Mayor then called for the reading of the Minutes. Mr. McCain made a motion to dispense with the Reading of the Minutes, and Ms. Morrow seconded the motion. The roll call vote was as follows:

**AYES:           McCain, Morrow, Payne, Nielsen, Mims**  
**NAYES:       None**  
**ABSENT:      None**

The Mayor declared the Motion as **PASSED**.

The Mayor said that in attendance is a very special group that the City is very proud of. Natchitoches Central has produced two State Championships this year. We have a group tonight that has even exceeded that and I am going to ask Ms. Morrow if she will make the presentation at this time. Ms. Morrow then presented the Mayor's award to the Natchitoches Central High School Orchestra recognizing their placement of Third in Nation. Ms. Olson, Orchestra Director, came forward and stated she is very humbled to receive the award and is very proud of the musicians and appreciates the support of the council and community. Ms. Gilen Norwood came forward and stated how it was quite an effort to get students to California and grateful she is for all of the individuals and businesses in Natchitoches that helped achieve this goal. Not only did the students travel safely but achieved Third in the Nation which was remarkable and the only orchestra to travel by bus and the most diverse orchestra present. The participating students not only excel in music but also in athletics and most importantly in the classroom with a cumulative GPA of 3.7.

The Mayor then introduced Natchitoches Area Jaycees. Mr. Joe Evans and Dane Terrell, on behalf of the Jaycees, thanked the Mayor and Council and gave information about Jaycees. Mr. Dane Terrell introduced and presented the Hero of the Month plaque to Staff Sergeant Roy Blake Fowler.

The Following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

**RESOLUTION NO. 037 OF 2010**

**A RESOLUTION AUTHORIZING THE MAYOR TO REJECT THE BIDS RECEIVED  
FOR THE IMPROVEMENTS TO THE BEN JOHNSON PARK, PHASE II –  
CONCESSION BUILDING AND PARK EQUIPMENT**

**(BID NO. 0491)**

**WHEREAS**, after due re-advertisement in the *Natchitoches Times* on March 30, April 6 and April 13, 2010 two bids were received and opened on April 26, 2010 for the improvements to the Ben Johnson Park, Phase II, Concession Building and Park Equipment (Bid No. 0491); and

**WHEREAS**, the committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman; Kendrick Llorens, Assistant Director of Recreation; and Norman Nassif, Engineer, reviewed the bid proposal received; and

**WHEREAS**, after review and checked for accuracy, the amount of the Total Base Bid received by the two bidders, Pat Williams Construction, Inc. in the amount of \$226,150.00 and RDS Construction, LLC in the amount of \$237,697.00 are both in excess of the designer's estimate and the budgeted amount for the project and the appointed committee was unanimous in its decision to **reject** the bids received.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to **reject** the bids submitted by Pat Williams Construction and RDS Construction.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Morrow, Payne, Nielsen, Mims, McCain</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 10<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
WAYNE McCULLEN, MAYOR



# CITY OF NATCHITOCHES

*Oldest Settlement in the Louisiana Purchase*

## OFFICE OF PURCHASING

Wayne McCullen  
Mayor

**May 4, 2010**

Don Mims, Jr.  
Councilman At Large

**Mayor Wayne McCullen**

Jack McCain, Jr.  
Councilman  
District 1

**City Hall**

**Natchitoches, LA 71457**

Dale Nielsen  
Councilman  
District 2

**Dear Mayor McCullen,**

Sylvia Morrow  
Councilwoman  
District 3

**The appointed committee of Pat Jones, Edd Lee, Sylvia Morrow and Kendrick**

**Llorens, has reviewed the engineer's recommendation submitted by Mr. Norman**

Larry Payne  
Councilman  
District 4

**Nassif, with Nassif Engineering, Natchitoches, LA, on Bid # 0491, - Ben Johnson Park**

**Phase II - Concession Building and Park Equipment.**

**The committee was unanimous in its decision to reject both bids received. The bids received were from Pat Williams Construction, Inc., Leesville, LA in the amount of \$226,150.00 and from RDS Construction, LLC, Natchitoches, LA in the amount of \$237,697.00. The bids were in excess of the designer's estimate and the budgeted amount.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**We request ratification of this rejection at the next City Council meeting on May 10, 2010.**

**Sincerely,**

**Pat Jones**  
**Director of Finance**

**Edd Lee**  
**Director of Purchasing**

**Sylvia Morrow**  
**Councilwoman Dist. 3**

**Kendrick Llorens**  
**Asst Recreation Director**



May 4, 2010

City of Natchitoches  
P.O. Box 37  
Natchitoches, Louisiana 71458-0037

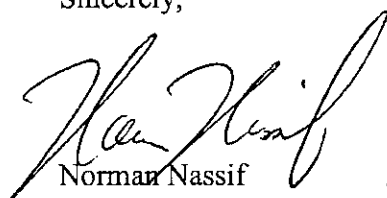
Attention: Mr. Frank Griffin, Recreation Director  
Mr. Edd Lee, Purchasing Director

Re: City of Natchitoches  
Ben Johnson Park - Phase II  
Concession Building and Park Equipment  
Reference No. 08-028-B

Dear Frank & Edd,

The Bids received for the above referenced project have been reviewed and checked for accuracy. A tabulation of the Bids is attached hereto. The amount of the Total Base Bid received by the two Bidders, Pat Williams Construction, Inc. and RDS Construction, LLC are not within the funds available for construction for the project. Accordingly, we recommend rejection of both bids.

Sincerely,



Norman Nassif

NN/nm  
Enclosure

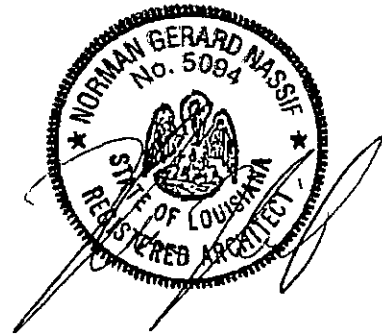
City of Natchitoches

Ben Johnson Park - Phase II  
Concession Building and Park Equipment

City Bid No. 0491

Tabulation of Bids Received on  
Monday, April 26, 2010 at 4:00 pm

Name of Bidders				Pat Williams Construction, Inc.		RDS Construction, LLC	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	Lump Sum	\$ 1,200.00	\$ 1,200.00	\$ 5,500.00	\$ 5,500.00
2	Concession/Restroom Building	1	Lump Sum	\$ 124,000.00	\$ 124,000.00	\$ 135,352.00	\$ 135,352.00
3	Picnic Kiosks	5	Each	\$ 15,480.00	\$ 77,400.00	\$ 14,337.00	\$ 71,685.00
4	Picnic Tables	10	Each	\$ 1,480.00	\$ 14,800.00	\$ 1,698.00	\$ 16,980.00
5	Park Benches	10	Each	\$ 810.00	\$ 8,100.00	\$ 718.00	\$ 7,180.00
6	Project Sign	1	Each	\$ 650.00	\$ 650.00	\$ 1,000.00	\$ 1,000.00
Total Base Bid				\$ 226,150.00		\$ 237,697.00	



The following Ordinance was Introduced by Mr. Nielsen and Seconded by Ms. Morrow as follows, to-wit:

**ORDINANCE NO. 027 OF 2010**

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF  
NATCHITOCHES TO AWARD THE BID FOR THE PURCHASE OF 75  
TONS OF LIQUID CHLORINE FOR THE WATER TREATMENT PLANT**

**(BID NO. 0498)**

**WHEREAS**, after due advertisement in the *Natchitoches Times* on March 26 and April 2, 2010, three bid proposals were received and opened on April 26, 2010 and in accordance with law, as follows:

- (1)    Altivia Corporation  
         Houston, TX.....\$490.00 per ton
- (2)    DPC Enterprises  
         Reserve, LA .....\$569.00 per ton
- (3)    Harcros Chemicals  
         Shreveport, LA.....No Bid

**WHEREAS**, on May 4, 2010 the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly Director of Utilities; Councilwoman Sylvia Morrow reviewed the bids received; and

**WHEREAS**, the committee members were unanimous in its decision to award the bid to the low bidder, **Altivia Corporation**, Houston, Texas in the sum of \$490.00 per ton.

**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:**       Nielsen, Morrow, Payne, Mims, McCain  
**NAYS:**       None  
**ABSENT:**    None  
**ABSTAIN:**   None

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 10<sup>th</sup> day of May, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 11<sup>th</sup> day of May, 2010 at 10:00 A.M.





# CITY OF NATCHITOCHES

*Oldest Settlement in the Louisiana Purchase*

## OFFICE OF PURCHASING

Wayne McCullen  
Mayor

**May 4, 2010**

Don Mims, Jr.  
Councilman At Large

Jack McCain,  
Councilman  
District 1

**Mayor Wayne McCullen**

**City Hall**

Dale Nielsen  
Councilman  
District 2

**Natchitoches, LA 71457**

Sylvia Morrow  
Councilwoman  
District 3

**Dear Mayor McCullen;**

Larry Payne  
Councilman  
District 4

**The appointed committee of Pat Jones, Edd Lee, Sylvia Morrow and Bryan Wimberly has reviewed both proposals for bid number 0498, for the purchase of 75 tons liquid chlorine.**

**The committee was unanimous in its decision to award the bid to the lowest bidder, Altivia Corporation, Houston, TX in the amount of \$490.00 per ton. The other bidder was DPC Enterprises, Reserve, LA, in the amount of \$569.00 per ton. Harcros Chemicals of Shreveport, LA submitted a "no bid".**

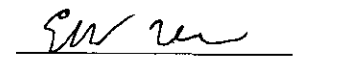
**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

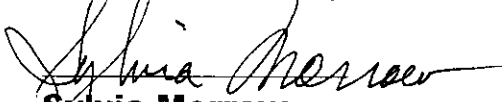
**The committee requests ratification of this award at the next meeting of the City Council.**

**Very truly yours,**

  
**Pat Jones**  
Director of Finance

  
**Bryan Wimberly**  
Director of Utilities

  
**Edd Lee**  
Director of Purchasing

  
**Sylvia Morrow**  
Councilwoman Dist 3

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Payne as follows, to-wit:

**ORDINANCE NO. 028 OF 2010**

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF  
NATCHITOCHES TO AWARD THE BID FOR THE PURCHASE OF 125  
TONS OF BULK HYDRATED LIME FOR THE WATER TREATMENT PLANT**

**(BID NO. 0499)**

**WHEREAS**, after due advertisement in the *Natchitoches Times* on March 26, 2010 and April 2, 2010, four bid proposals were received and opened on April 26, 2010 and in accordance with law, as follows:

- |     |                                               |                  |
|-----|-----------------------------------------------|------------------|
| (1) | Texas Lime Company<br>Dallas, TX.....         | \$149.55 per ton |
| (2) | Falco Lime<br>Vicksburg, MS.....              | \$154.23 per ton |
| (3) | Harcros Chemicals<br>Shreveport, LA.....      | No Bid           |
| (4) | Carmeuse Lime and Stone<br>Pittsburg, PA..... | No Bid           |

**WHEREAS**, on May 4, 2010 the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly Director of Utilities; Councilwoman Sylvia Morrow reviewed the bids received; and

**WHEREAS**, the committee members were unanimous in its decision to award the bid to the low bidder, **Texas Lime Company**, Dallas, Texas in the sum of \$149.55 per ton.

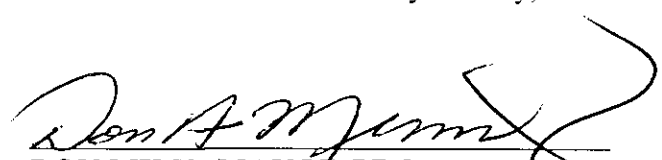
**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

<b>AYES:</b>	Mims, Payne, Nielsen, McCain, Morrow
<b>NAYS:</b>	None
<b>ABSENT:</b>	None
<b>ABSTAIN:</b>	None

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this 10<sup>th</sup> day of May, 2010 by a vote of 5 ayes to 0 nays.

  
WAYNE McCULLEN, MAYOR

  
DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on this the 11<sup>th</sup> day of May, 2010 at 10:00 A.M.



# CITY OF NATCHITOCHES

*Oldest Settlement in the Louisiana Purchase*

## OFFICE OF PURCHASING

Wayne McCullen  
Mayor

**May 4, 2010**

Don Mims, Jr.  
Councilman At Large

Jack McCain  
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District 1

**Mayor Wayne McCullen**

**City Hall**

Dale Nielsen  
Councilman  
District 2

**Natchitoches, LA 71457**

Sylvia Morrow  
Councilwoman  
District 3

**Dear Mayor McCullen;**

Larry Payne  
Councilman  
District 4

**The appointed committee of Pat Jones, Edd Lee, Sylvia Morrow and Bryan Wimberly has reviewed both bid proposals for bid number 0499, for the purchase of 125 tons bulk hydrated lime.**

**The committee was unanimous in its decision to award the bid to the lowest bidder, Texas Lime Company, Dallas, TX, in the amount of \$149.55 per ton. The other bidder was Falco Lime, Vicksburg, MS, in the amount of \$154.23 per ton. Harcros Chemicals and Carmeuse Lime and Stone submitted a "no bid".**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**Request ratification of this award at the next meeting of the City Council.**

**Very truly yours,**

**Pat Jones**  
Director of Finance

**Bryan Wimberly**  
Director of Utilities

**Edd Lee**  
Director of Purchasing

**Sylvia Morrow**  
Councilwoman Dist 3

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. Nielsen follows, to-wit:

**RESOLUTION NO. 038 OF 2010**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR  
BIDS FOR THE IMPROVEMENTS TO THE BEN JOHNSON PARK  
PHASE II – CONCESSION BUILDING AND PARK EQUIPMENT**

**(BID NO. 0501)**

**WHEREAS**, the City wishes to advertise for Public Bids for the improvements to the Ben Johnson Park, Phase II, Concession Building and Park Equipment (Bid No. 0501).

**WHEREAS**, sealed bid proposals will be received until 4:00 P.M. on June 14, 2010 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 and will be publicly opened and read aloud at the regularly scheduled City Council Meeting located at 816 Second Street at 7:00 p.m. on June 14, 2010; and

**WHEREAS**, upon receipt of proposals the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Sylvia Morrow, Councilwoman; and Kendrick Llorens, Assistant Recreation Director; and Norman Nassif, Engineer, are to review and make a recommendation of the bids received; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to order the publication of the above bid.

**BE IT FURTHER RESOLVED** that the above bids will be opened at a regularly scheduled meeting of the City Council on June 14, 2010.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, McCain, Morrow,</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 10<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
MAYOR WAYNE McCULLEN

**ADVERTISEMENT FOR BIDS**

**CITY OF NATCHITOCHES, LOUISIANA  
(OWNER)**

Sealed Bids for BEN JOHNSON PARK - PHASE II, CONCESSION BUILDING AND PARK EQUIPMENT (Bid No. 0501) will be received by the CITY OF NATCHITOCHES, LOUISIANA, at the PURCHASING DEPARTMENT, 1400 SABINE STREET, NATCHITOCHES, LA 71457 until 4:00 PM on MONDAY, JUNE 14, 2010. Bids will be publicly opened and read aloud at the regularly scheduled City Council Meeting located at 816 Second St. at 7:00 PM on June 14, 2010.

The Instructions To Bidders, Bid Form, form of Bid Bond, Agreement Between Owner and Contractor, forms of Performance and Payment Bonds, Drawings, Specifications and other Contract Documents may be examined at the office of the Engineer at:

Nassif Engineering & Architecture, LLC  
270 Blanchard Road  
Natchitoches, LA 71457  
(318) 527-4409

Copies may be obtained from the Engineer, Nassif Engineering and Architecture, LLC, 270 Blanchard Road, Natchitoches, LA 71457, (318) 527-4409, upon payment of \$ 75.00 for each set.

Each Bid is to be accompanied by Bid Security as provided in the Instructions To Bidders and General Conditions. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof, except as prescribed in Louisiana Revised Statute 38:2214.C. The Owner reserves the right to waive any informality and to reject any or all Bids for just cause.

Bidder shall provide necessary evidence of authority to sign Bids on behalf of corporations and other legal entities in accord with Louisiana Revised Statute 2212.O.

This project is classified as Building Construction in accord with Louisiana Revised Statute 37:2163.

Date: May 10, 2010

/s/ Wayne McCullen  
Mayor

Publishing Dates:

Friday, May 14, 2010

Friday, May 21, 2010

Friday, May 28, 2010

The following Resolution was Introduced by Mr. McCain and Seconded by Mr. Payne as follows, to-wit:

**RESOLUTION NO. 039 OF 2010**

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE  
FOR BIDS FOR WINDOW IMPROVEMENTS AT CENTRAL FIRE STATION**

**(BID NO. 0502)**

**WHEREAS**, the City wishes to advertise for Public Bids for window improvements to the Central Fire Station (Bid No. 0502).

**WHEREAS**, sealed bid proposals will be received until 4:00 P.M. on June 14, 2010 at the office of Edd Lee, Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 and will be publicly opened and read aloud at the regularly scheduled City Council Meeting located at 816 Second Street at 7:00 p.m. on June 14, 2010; and

**WHEREAS**, upon receipt of proposals the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Jack McCain, Councilman; and Dennie Boyt, Fire Chief; and Norman Nassif, Engineer, are to review and make a recommendation of the bids received; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to order the publication of the above bid.

**BE IT FURTHER RESOLVED** that the above bids will be opened at a regularly scheduled meeting of the City Council on June 14, 2010.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Payne, Nielsen, Mims, McCain, Morrow,</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>None</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, the Mayor, Wayne McCullen, declared the Resolution passed by a vote of 5 ayes to 0 nays, this the 10<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
**MAYOR WAYNE McCULLEN**

ADVERTISEMENT FOR BIDS

**CITY OF NATCHITOCHES, LOUISIANA  
(OWNER)**

Sealed Bids for WINDOW IMPROVEMENTS AT CENTRAL FIRE STATION (Bid No. 0502) will be received by the CITY OF NATCHITOCHES, LOUISIANA, at the PURCHASING DEPARTMENT, 1400 SABINE ST., NATCHITOCHES, LA 71457 until 4:00 PM on MONDAY, JUNE 14, 2010. Bids will be publicly opened and read aloud at the regularly scheduled City Council meeting located at 816 Second St. at 7:00 PM on June 14, 2010.

The Instructions To Bidders, Bid Form, form of Bid Bond, Agreement Between Owner and Contractor, forms of Performance and Payment Bonds, Drawings, Specifications and other Contract Documents may be examined at the office of the Engineer at:

Nassif Engineering & Architecture, LLC  
270 Blanchard Road  
Natchitoches, LA 71457  
(318) 527-4409

Copies may be obtained from the Engineer, Nassif Engineering and Architecture, LLC, 270 Blanchard Road, Natchitoches, LA 71457, (318) 527-4409, upon payment of \$ 75.00 for each set.

Each Bid is to be accompanied by Bid Security as provided in the Instructions To Bidders and General Conditions. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof, except as prescribed in Louisiana Revised Statute 38:2214.C. The Owner reserves the right to waive any informality and to reject any or all Bids for just cause.

Bidder shall provide necessary evidence of authority to sign Bids on behalf of corporations and other legal entities in accord with Louisiana Revised Statute 2212.O.

This project is classified as Building Construction in accord with Louisiana Revised Statute 37:2163.

Date: May 10, 2010

/s/ Wayne McCullen  
Mayor

Publishing Dates:

Friday, May 14, 2010

Friday, May 21, 2010

Friday, May 28, 2010

**ORDINANCE NO. 024 OF 2010**

**AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A EXCHANGE, BOUNDARY AGREEMENT AND RECOGNITION OF TITLE WITH L&E REALTY, L.L.C., TO ESTABLISH THE BOUNDARY BETWEEN TRACTS OWNED BY THE CITY AND L&E REALTY, L.L.C., SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE EXCHANGE, BOUNDARY AGREEMENT AND RECOGNITION OF TITLE BY THE MAYOR AFTER DUE COMPLIANCE WITH THE LAW, AND PROVIDING FOR ADVERTISING**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter referred to as "City") is the record fee owner of property more fully described as follows:

That certain tract or parcel of ground, together with all buildings and improvements located thereon, located in the City and Parish of Natchitoches, Louisiana, being described as Lot 1 on that certain plat of survey styled "A Subdivision of a Lot on Second, Third, and Lafayette Streets", by Jack E. Farmer, Professional Land Surveyor, dated July 7, 1993, a copy of which is recorded under Map Slide No. 341B of the records of Natchitoches Parish, Louisiana, bearing municipal address of 808 Second Street, and being more particularly described as follows, to-wit:

Commence at the intersection of the North right of way line of Lafayette Street with the West right of way line of Second Street, in the City and Parish of Natchitoches, Louisiana, and proceed thence North 4 degrees 46 minutes East a distance of 77 feet to a scribed x in brick as shown on the Farmer survey, which is the point of beginning of the tract herein described; and from the point of beginning proceed thence North 85 degrees 9 minutes West a distance of 231.6 feet; thence proceed North 4 degrees 46 minutes East a distance of 21.5 feet; thence proceed North 84 degrees 58 minutes West a distance of 100 feet; thence proceed North 4 degrees 46 minutes East a distance of 73 feet; thence proceed South 86 degrees 14 minutes East a distance of 100.4 feet; thence proceed South 86 degrees 22 minutes East a distance of 66.2 feet; thence proceed North 4 degrees 46 minutes East a distance of 9 feet; thence proceed South 83 degrees 26 minutes East a distance of 101.5 feet; thence proceed North 7 degrees 29 minutes East a distance of 5.1 feet; thence proceed South 86 degrees 22 minutes East a distance of 63.5 feet; thence proceed South 4 degrees 46 minutes West a distance of 110.5 feet to the point of beginning, all as more fully shown on the above referenced survey by Farmer.

And

That certain lot of ground situated in the City and Parish of Natchitoches, Louisiana, with all buildings and improvements thereon located, bearing municipal address of 821 Third Street, and being more particularly described as follows:

That certain lot of ground in the City and Parish of Natchitoches, Louisiana, with all improvements, having a front of 61 feet on the East side of Third Street, with a depth between parallel lines of 145 feet, more or less, bounded now or formerly by the property of L. H. Johnson, South by property of Mrs. Ethel Burnside Sompayrac, et al, and L. H. Johnson, East by property, now or formerly of Mrs. Elmina Haddock and West by Third Street.

; and



**WHEREAS FURTHER**, L&E Realty, L.L.C. (sometimes hereinafter referred to as “L&E”) is the record fee owner of a tract of land more fully described as follows:

That certain lot of ground situated in the City and Parish of Natchitoches, Louisiana, with all buildings and improvements thereon located, bearing municipal address of 824 Second Street, and being located on the West side of Second Street in the block bounded North by Pavie Street, South by Lafayette, East by Second Street and West by Third Street, said lot being bonded North by property now or formerly by William Hunt, South by property now or formerly by T. J. Stephens, et al, East by Second Street, West by property now or formerly owned by Carl Henry.

; and

**WHEREAS FURTHER**, the tracts owned by the City and L&E share a boundary, which said current boundary is more fully shown and depicted on a plat of survey by Robert Lynn Davis, P.L.S., dated March 23, 2010, (sometimes hereinafter “Davis Survey”) a copy of said survey is attached hereto as Exhibit “A”; and

**WHEREAS FURTHER**, the City and L&E desire to straighten the existing boundary lines of the respective parties so that the resulting boundary line would provide for more uniform and square resulting tracts; and

**WHEREAS FURTHER**, in order to achieve the above, L&E and the City have agreed to enter into a boundary agreement whereby the resulting boundary would be along the boundary line shown in dark lines on the Davis Survey; and

**WHEREAS FURTHER**, as a result of the boundary agreement, L&E will gain ground in some areas but will loose more ground than it will gain; and

**WHEREAS FURTHER**, as additional consideration for the boundary agreement, the City agrees to erect a fence on the new boundary line, and will further reconfigure drainage structures so as to direct water away from the property of L&E; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to enter into the Exchange, Boundary Agreement and Recognition of Title in order to set the ownership line in a more uniform manner; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches directs that the Exchange, Boundary Agreement and Recognition of Title be advertized in accordance with the requirements of Louisiana R. S. 33:4712; and

**WHEREAS FURTHER**, the City and L&E desire to enter into a boundary agreement to fix the boundary between their respective properties along the dark lines as shown on the Davis Survey, the result of which will be a loss of ground in some areas and a gain of ground in some areas, all as more fully shown in the Davis survey, which said resulting boundary line will be more fully described as follows, to-wit:

From a found ½ inch iron rod at the intersection of the westernmost right of way of Second Street and the Northernmost right of way of Lafayette Street, thence North 4 degrees 26 minutes 26 seconds East a distance of 60.46 feet to Point “A” as shown on the March 23, 2010 survey by Robert Lynn Davis, being a point on the westernmost right of way of Second Street and being the Point of Beginning of the Boundary Line described herein; thence from the Point of Beginning North 85 degrees 32 minutes 45 seconds West a distance of 182.52 feet to Point “B”; thence North 3 degrees 51 minutes 39 seconds East a distance of 52.46 feet to Point “C”, the ending point of the Boundary Line described herein.

; and

**WHEREAS FURTHER**, the City desires to enter into the boundary agreement with L&E under the terms set forth above and more particularly set forth in the Exchange, Boundary Agreement and Recognition of Title attached hereto.

**NOW THEREFORE, BE IT ORDAINED** by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does enter into an Exchange, Boundary Agreement and Recognition of Title with L&E, but only after final adoption of this ordinance, and after final compliance with due legal proceedings and advertisements required by law.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute an Exchange, Boundary Agreement and Recognition of Title with L&E, setting a new boundary between the respective properties of L&E and the City.

(5) That the City takes cognizance of the fact that any property conveyed to L&E as a result of the boundary agreement is not needed for public purposes by the City.

**THIS ORDINANCE** was introduced on this the 10<sup>th</sup> day of May, 2010.

**STATE OF LOUISIANA  
PARISH OF NATCHITOCHES**

**EXCHANGE, BOUNDARY AGREEMENT AND RECOGNITION OF TITLE**

**BE IT KNOWN** that on the day, month and year hereinafter set forth, and at the places set forth, and before the undersigned Notaries Public and subscribing witnesses, as appear on the separate acknowledgments hereto, personally came and appeared:

**L&E Realty, L.L.C.**, a Louisiana limited liability company, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address for tax purposes of 600 Monroe Drive, Natchitoches, Louisiana 71457, represented herein by its co-managers, Carrie Lou Taylor and Patricia Choate Smith (hereinafter sometimes referred to as "L & E")

**AND**

**CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Mayor Wayne McCullen, duly authorized to act herein pursuant to Ordinance No. 024 of 2010, a copy of which is attached hereto (hereinafter sometimes referred to as "City")

who declared as follows:

**WHEREAS, L&E** is the owner of the following described tract:

That certain lot of ground situated in the City and Parish of Natchitoches, Louisiana, with all buildings and improvements thereon located, bearing municipal address of 824 Second Street, and being located on the West side of Second Street in the block bounded North by Pavie Street, South by Lafayette, East by Second Street and West by Third Street, said lot being bonded North by property now or formerly by William Hunt, South by property now or formerly by T. J. Stephens, et al, East by Second Street, West by property now or formerly owned by Carl Henry.

**WHEREAS FURTHER, City** is the owner of the following described tracts:

That certain tract or parcel of ground, together with all buildings and improvements located thereon, located in the City and Parish of Natchitoches, Louisiana, being described as Lot 1 on that certain plat of survey styled "A Subdivision of a Lot on Second, Third, and Lafayette Streets", by Jack E. Farmer, Professional Land Surveyor, dated July 7, 1993, a copy of which is recorded under Map Slide No. 341B of the records of Natchitoches Parish, Louisiana, bearing municipal address of 808 Second Street, and being more particularly described as follows, to-wit:

Commence at the intersection of the North right of way line of Lafayette Street with the West right of way line of Second Street, in the City and Parish of Natchitoches, Louisiana, and proceed thence North 4 degrees 46 minutes East a distance of 77 feet to a scribed x in brick as shown on the Farmer survey, which is the point of beginning of the tract herein described; and from the point of beginning proceed thence North 85 degrees 9 minutes West a distance of 231.6 feet; thence proceed North 4 degrees 46 minutes East a distance of 21.5 feet; thence proceed North 84 degrees 58 minutes West a distance of 100 feet; thence proceed North 4 degrees 46 minutes East a distance of 73 feet; thence proceed South 86 degrees 14 minutes East a distance of 100.4 feet; thence proceed South 86 degrees 22 minutes East a distance of 66.2 feet; thence proceed North 4 degrees 46 minutes East a distance of 9 feet; thence proceed South 83 degrees 26 minutes East a distance of 101.5 feet; thence proceed North 7 degrees 29 minutes East a distance of 5.1 feet; thence proceed South 86 degrees 22 minutes East a distance of 63.5 feet; thence proceed South 4 degrees 46 minutes West a distance of 110.5 feet to the point of beginning, all as more fully shown on the above referenced survey by Farmer.

And

That certain lot of ground situated in the City and Parish of Natchitoches, Louisiana, with all buildings and improvements thereon located, bearing municipal address of 821 Third Street, and being more particularly described as follows:

That certain lot of ground in the City and Parish of Natchitoches, Louisiana, with all improvements, having a front of 61 feet on the East side of Third Street, with a depth between parallel lines of 145 feet, more or less, bounded now or formerly by the property of L. H. Johnson, South by property of Mrs. Ethel Burnside Sompayrac, et al, and L. H. Johnson, East by property, now or formerly of Mrs. Elmina Haddock and West by Third Street.

**WHEREAS FURTHER**, L&E and the City of Natchitoches have caused a survey to be made by Robert Lynn Davis, which said survey is entitled "Lines for a Boundary Agreement" and is dated March 23, 2010, (sometimes hereinafter referred to as "Davis Survey").

**WHEREAS FURTHER**, a copy of the survey by Robert Lynn Davis is attached hereto as Exhibit "A", and the survey depicts the existing boundaries between the tracts of L&E and the City and a proposed boundary between the tracts of L&E and the City.

**WHEREAS FURTHER**, the proposed boundary as depicted on the Davis Survey would straighten boundary lines of the respective parties and would result in more uniform and square tracts.

**WHEREAS FURTHER**, in order to place the property line at the proposed boundary line as depicted in the Davis Survey, L&E and the City have agreed to enter into a boundary agreement.

**WHEREAS FURTHER**, as a result of the boundary agreement, L&E will gain ground in some areas but will lose more ground than it will gain.

**WHEREAS FURTHER**, as additional consideration for the boundary agreement, the City agrees to erect a fence on the new boundary line, and will further reconfigure drainage structures so as to direct water away from the property of L&E.

**WHEREAS FURTHER**, the City and L&E desire to enter into a boundary agreement to fix the boundary between their respective properties along the boundary as shown and depicted in dark lines on the Davis survey.

**NOW THEREFORE**, the parties agrees to reconfigure the boundaries of their respective lots, and in order to reconfigure the boundaries of their respective properties and to set at rest the title of each respective party, the parties do stipulate and agree as follows:

It is the intent of the parties that following the recordation of this instrument **L&E** shall have title to the property to the North of the line between Point "A" and Point "B" and to the East of the line between Point "B" and Point "C" as shown on the Davis Survey, and that **City** shall have title to the property to the South of the line between Point "A" and Point "B" and to the West of the line between Point "B" and Point "C" as shown on the Davis Survey. The parties have agreed that the boundary between their respective properties shall be fixed in accordance with the dark line boundary as shown on the Davis Survey, and the boundary between the property of the **CITY** and **L&E** shall be described as follows, to-wit:

From a found ½ inch iron rod at the intersection of the westernmost right of way of Second Street and the Northernmost right of way of Lafayette Street, thence North 4 degrees 26 minutes 26 seconds East a distance of 60.49 feet to Point "A" as shown on the March 23, 2010 survey by Robert Lynn Davis, being a point on the westernmost right of way of Second Street and being the Point of Beginning of the Boundary Line described herein; thence from the Point of Beginning North 85 degrees 32 minutes 45 seconds West a distance of 182.52 feet to Point "B"; thence North 3 degrees 51 minutes 39 seconds East a distance of 52.46 feet to Point "C", the ending point of the Boundary Line described herein.

Accordingly, appearers now declare that in order to make an amicable settlement and compromise their differences concerning title and boundaries, and to fix the boundaries of said respective properties so that there may be hereinafter no further dispute or misunderstanding and so that the same may be forever fixed, they hereby declare and agree that the correct boundary line separating their properties shall be as shown and depicted on the Boundary Survey by Davis as more fully described above. (Sometimes hereinafter referred to as “**Boundary Line**”)

Appearers, in consideration of the settlement of any controversy that they might have and the mutual advantages received by each in being able to reconcile their differences without being obligated to resort to legal proceedings, they do hereby grant, bargain, sell, convey, transfer, set over and deliver, to the other, with all legal warranties, and with full guarantee against all claims, evictions, donations, alienations, or encumbrances whatsoever, and to recognize the ownership of each, in the properties described as follows:

**CITY** conveys to **L&E** all right, title and interest in and to that property shown and depicted as Tract “A”, being a 244 square foot tract, and Tract “C”, being a 38 square foot tract, all as more fully shown and depicted on the Davis Survey.

**L&E** conveys to **CITY** all right, title and interest in and to that property shown and depicted as Tract “B”, being a 51 square foot tract, and Tract “D” being a 522 square foot tract, all as more fully shown and depicted on the Davis Survey.

Following the Exchange and Boundary Agreement, **L&E** shall own all of the property lying to the North and East of the Boundary Line described above and as shown on the Davis Survey, and **CITY** shall own that property to the South and West of the Boundary Line described above and as shown on the Davis Survey.

Each party recognizes unequivocally and finally, the ownership of the other of the properties as just hereinabove described.

All parties understood and agreed that this exchange is made without warranty, either express, implied or otherwise provided by law, with respect to the condition, quality, durability or suitability of any improvements on the property herein conveyed, all parties acknowledge that

the properties are conveyed "as is" and all parties expressly waive and relinquish any right they may have to claim the avoidance of this sale or reduction of the purchase price on account of any vices or defects, in and to the property herein acquired by them, all parties expressly waiving and renouncing all rights to an action in redhibition, to rescind this exchange, or to request reduction in purchase price because of any vice or defect in the property. All parties specifically acknowledge that these terms and conditions are considered by the parties to this exchange in concluding this transaction.

As further consideration for this exchange and boundary agreement, the City agrees to erect a fence on the new boundary line, and will further reconfigure drainage structures so as to direct water away from the property of L&E.

**STATE OF LOUISIANA**  
**PARISH OF NATCHITOCHES**

**THUS DONE AND PASSED** at my office in Natchitoches Parish, Louisiana, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses, and me, Notary Public, on this the \_\_\_\_ day of May, 2010.

<b>ATTEST:</b>	<b>L&amp;E Realty, L.L.C.</b>
_____	_____
Witness Signature	<b>By: Carrie Lou Taylor, Co-Manager</b>
_____	
Printed Witness Name	
_____	_____
Witness Signature	<b>By: Patricia Choate Smith, Co-Manger</b>
_____	
Printed Witness Name	

\_\_\_\_\_  
**Notary Name:**  
**Notary No.:**

**STATE OF LOUISIANA**  
**PARISH OF NATCHITOCHES**

**THUS DONE AND PASSED** at my office in Natchitoches Parish, Louisiana, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses, and me, Notary Public, on this the \_\_\_\_ day of May, 2010.

**ATTEST:**

**CITY OF NATCHITOCHES**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
**BY: Wayne McCullen, Mayor**

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Witness Name

\_\_\_\_\_  
**Notary Name:**  
**Notary No.:**



**ORDINANCE NO. 025 OF 2010**

**AN ORDINANCE REVOKING THE DEDICATION OF A PORTION OF ADAMS STREET BETWEEN THE EDGE OF THE IMPROVED ASPHALT STREET SURFACE OF ADAMS STREET AND CANE RIVER LAKE, DECLARING THAT SAID PORTION OF STREET IS ABANDONED AND THE DEDICATION REVOKED, RETAINING AN EASEMENT ACROSS THE FORMER STREET FOR PUBLIC UTILITY PURPOSES, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND SAVINGS CLAUSE**

**WHEREAS**, the application has been made to the City of Natchitoches by Linda Burr and Russell E. Gahagan, Jr., requesting the revocation of the dedication of a portion of a street known as Adams Street, but limited to that portion of Adams Street which is located North of the improved asphalt street surface of Adams Street and bounded on the North by Cane River Lake and which said portion of street is bounded on the West by Lot 7 of Block A of Adams Park Subdivision, owned by Linda Burr, and on the East by property owned by Russell E. Gahagan, Jr., and

**WHEREAS FURTHER**, a survey entitled "Lot 7 of Block A of Adams Park Subdivision and a portion of Adams Street" prepared by Robert Lynn Davis, P.L.S., dated March 15, 2010 has been provided to the City, which said survey depicts the area in question; and

**WHEREAS FURTHER**, that portion of the right of way of Adams Street to be abandoned is more fully described as follows, to-wit:

From the Southeast corner of Lot 7 of Block A of Adams Park Subdivision; thence North 3 degrees 44 minutes 11 seconds East a distance of 58.65 feet to Point "2" as shown on a survey by Robert Lynn Davis, dated March 15, 2010, being the point of beginning of the tract described herein; thence from the point of beginning North 3 degrees 44 minutes 11 seconds East a distance of 125.77 feet to the water's edge variable of Cane River Lake; thence South 55 degrees 37 minutes 25 seconds East, along the water's edge variable of Cane River Lake a distance of 30.29 feet; thence South 4 degrees 46 minutes 00 seconds West a distance of 88.51 feet; thence South 4 degrees 46 minutes 00 seconds West a distance of 22.33 feet; thence North 85 degrees 06 minutes 51 seconds West a distance sufficient to intersect Point "2", the point of beginning, all as more fully shown and depicted on a plat of survey by Robert Lynn Davis, dated March 15, 2010.

**WHEREAS FURTHER**, the City has made an examination of the matter and has determined that this portion of Adams Street is not used by the public, has not been used by the public for many, many years, and is not needed by the public for anything other than a right-of-way for public utility purposes which may be place in the future, and

**WHEREAS FURTHER**, the City Council is of the opinion that the property will not be needed for any public purposes in the foreseeable future, and

**WHEREAS FURTHER**, the said portion of Adams Street which will be abandoned is not paved and has no value to anyone except the adjoining property owners, and

**WHEREAS FURTHER**, the said portion of Adams Street above described is not being used for public access and the City Council is of the opinion that the said portion of Adams Street, above described, should be abandoned and the dedication revoked;

**NOW THEREFORE BE IT ORDAINED** by the City Council of the City of Natchitoches, Louisiana, in legal session convened as follows:

**SECTION I:** That all of that portion of Adams Street lying North of the improved asphalt street surface and extending Northerly to a point located on Cane River Lake, and which said portion of Adams Street is further described as being bounded on the North by Cane River Lake, South by improved asphalt street surface of Adams Street, West by property of Linda Burr and East by property of Russell E. Gahagan Jr., is hereby declared to be abandoned and no longer needed for public purposes whatsoever, and it is further declared that said portion of Adams Street has not been used by the public and there is no necessity for its use by the public in the foreseeable future.

**SECTION II:** That the portion of Adams Street to be abandoned is more fully shown and depicted on a survey by Robert Lynn Davis, dated March 15, 2010, and described thereon as follows, to-wit:

From the Southeast corner of Lot 7 of Block A of Adams Park Subdivision; thence North 3 degrees 44 minutes 11 seconds East a distance of 58.65 feet to Point "2" as shown on a survey by Robert Lynn Davis, dated March 15, 2010, being the point of beginning of the tract described herein; thence from the point of beginning North 3 degrees 44 minutes 11 seconds East a distance of 125.77 feet to the water's edge variable of Cane River Lake; thence South 55 degrees 37 minutes 25 seconds East, along the water's edge variable of Cane River Lake a distance of 30.29 feet; thence South 4 degrees 46 minutes 00 seconds West a distance of 88.51 feet; thence South 4 degrees 46 minutes 00 seconds West a

distance of 22.33 feet; thence North 85 degrees 06 minutes 51 seconds West a distance sufficient to intersect Point "2", the point of beginning, all as more fully shown and depicted on a plat of survey by Robert Lynn Davis, dated March 15, 2010.

**SECTION III:** That portion of Adams Street above described is hereby declared to be abandoned and insofar as same may have been dedicated as a public way, said dedication is hereby declared revoked.

**SECTION IV:** Under the provisions of Louisiana Revised Statutes 48:701, the City Council declares that the soil embracing the former right-of-way of the above described portion of Adams Street shall, and does hereby revert to the present owners of the land contiguous thereto, in accordance with law, but subject to the following utility easement which is retained by the City.

**SECTION V:** It is understood that this Revocation applies only to the portion of Adams Street above described and the City specifically retains a permanent utility easement as described in the following section.

**SECTION VI:** The City of Natchitoches hereby retains a permanent easement over that portion of Adams Street hereinabove described, for all public utility purposes.

**SECTION VII:** That a copy of this Ordinance be recorded in the Conveyance Records of Natchitoches Parish, Louisiana.

**SECTION VIII:** That all other ordinances or parts of ordinances in conflict are hereby revoked.

**SECTION IX:** This Ordinance shall take effect after publication in accordance with law.

**SECTION X:** That if any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision and shall not affect the remaining portions of the Ordinance which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provision herein.

This Ordinance was introduced on the 10th day of May, 2010, at a regular meeting of the City Council.

**ORDINANCE NO. 026 OF 2010**

**AN ORDINANCE AMENDING THE 2009 - 2010 BUDGET  
TO REFLECT ADDITIONAL REVENUES AND EXPENDITURES**

**WHEREAS**, Louisiana Statute requires that the City amend its operating budgets when fund balance is being budgeted, and there is a 5% unfavorable variance in revenues and expenditures.

**NOW, THEREFORE BE IT RESOLVED**, that the special funds budget be amended to reflect these additional revenues and expenditures as follows:

	<u>2009-2010 Original Budget</u>	<u>2009-2010 Amended Budget</u>	<u>Increase/ Decrease</u>
<b><u>NHDDC Projects (Fund 068)</u></b>			
<b><u>REVENUES:</u></b>			
068-0000-432-07-00 State/NHDDC Reimbursements	0	23,966	23,966
	0	23,966	23,966
<b><u>EXPENDITURES:</u></b>			
068-0000-591-30-13 Materials & Supplies/Bldgs & Grounds Maintenance	0	23,966	23,966
	0	23,966	23,966
<b><u>Capital Improvements (Fund 071)</u></b>			
<b><u>EXPENDITURES:</u></b>			
071-0000-591-90-05 Capital Assets/ Real Estate	0	240,000	240,000
	0	240,000	240,000
<b><u>Capital Projects/Water Treatment (Fund 075)</u></b>			
<b><u>REVENUES:</u></b>			
075-0000-482-01-01 Bond Proceeds	0	500,000	500,000
	0	500,000	500,000
<b><u>EXPENDITURES:</u></b>			
075-0000-591-20-03 Contractual Services/Engineering	0	200,000	200,000
075-0000-591-90-52 Improvements/Water System	0	300,000	300,000
	0	500,000	500,000
<b><u>Knock-Knock Grant (Fund 206)</u></b>			
<b><u>EXPENDITURES:</u></b>			
206-0000-591-10-50 Overtime	9,205	11,000	1,795
	9,205	11,000	1,795
<b><u>EECBG (Fund 215)</u></b>			
<b><u>REVENUES:</u></b>			
215-0000-433-09-00 Federal Grant	0	104,533	104,533
215-0000-491-11-00 Transfer In From Fund 011	0	66,000	66,000
	0	170,533	170,533
<b><u>EXPENDITURES:</u></b>			
215-0000-591-20-03 Contractual Services/Engineering Services	0	17,053	17,053
215-0000-591-90-51 Capital Assets/Improvements - Buildings and Grounds	0	153,480	153,480
	0	170,533	170,533
<b><u>Liability Fund (Fund 314)</u></b>			
<b><u>REVENUES:</u></b>			
314-0000-483-00-00 Insurance Recovery	3,000	203,000	200,000
	3,000	203,000	200,000
<b><u>EXPENDITURES:</u></b>			
314-0000-591-40-09 Insurance - Claims	200,000	400,000	200,000
	200,000	400,000	200,000

The Above Ordinance was introduced on the 10th day of May, having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:**  
**NAYS:**  
**ABSENT:**

**THEREUPON**, the Mayor declared the Ordinance **PASSED** this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_ by a vote of \_\_ ayes to \_\_ nays.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**MAYOR PRO TEMPORE**

Delivered to the Mayor (Insert date and time)

-----Insert Ordinance No. 026-----

Mr. Nielsen asked Mr. Jones to expound upon exactly what he understood to be grants.

Mr. Pat Jones addressed the counsel informing them that this is the last budget amendment that will be seen for this fiscal year and is cleaning up a couple last minute grants and the purchase of the hotel property that was approved to get back from the developer. He advised that he is just moving categories back around to correct them so there will be no problems with the auditors at the end of the fiscal year. Mr. Jones stated the other revision is for the EECBG grant which is coming through the fire department that had not been budgeted and the City has received the award letter. Mr. Jones further states that it is just a clean-up before the year-end close. Mr. Jones then discussed the last item is the liability insurance fund that is to cover the additional expenditures the City had on the firemen retirement lawsuit. The City also had notification that it will be recovering those funds back from Traveler's Insurance Company so the expense and the recovery is being budgeted in the liability insurance fund.

Ms. Morrow then requested Mr. Jones that if in the future she could get a copy with larger letters.

Councilwoman Morrow then addressed the Council about the Community Renewal report. She advised that she came before the Council with a new vision for the City and a program called Community Renewal International and gave an update of this program. She then proceeded with Signs of Caring Spread across our Community and reported that Phase II of the Community Renewal International project is moving across the city quite well. Phase I entailed a community meeting for orientation featuring Ms. Eve Goings at the Dr. Martin Luther King Center.

Ms. Morrow then stated she would like to make a motion to rescind Resolution 030 based on an Attorney General's report she has with her. Ms. Morrow stated that the Attorney General gave a report relating to public comments. It is Louisiana Revised Statute 42, No. 5 and she proceeded with giving an excerpt. Mrs. Morrow continued to quote from the Attorney General's report.

Based on the open meeting laws for the State of Louisiana all meetings of public bodies should be open to the public for comments. The Attorney General's office is charged with the enforcement of open meeting laws and in his written opinion he has steadfastly required that public bodies operate under, the ones that are under the Home Rule Charter, to comply with the provisions of the open meeting laws, and stated that she does have several examples along with this opinion from the Attorney General and if anybody would like to see them and that she will definitely be forwarding a copy to Mr. Ronald Corkern, the City Attorney, but just wanted to bring that it up tonight and will follow with a motion on the floor.... Louisiana Attorney General stated that Home Rule Charters need to comply with the provisions of open meeting laws, and he sent several examples. We have examples from City of Baton Rouge, East Baton Rouge, City of Lafayette, and Shreveport. At this time Ms. Morrow stated that she would like to put the motion on the floor to move that Resolution Number 030 be rescinded based on the Attorney General's report. Ms. Morrow then asked if she could get a second to that motion? The motion was seconded by Mr. Payne. Ms. Morrow asked for a roll call.

The Mayor then asked Ms. Morrow to let him run the meeting. Ms. Morrow stated she just wanted to make sure there was a roll call vote.

The Mayor asked Mr. Murchison if he would like to comment and asked if he had an opportunity look any of the material Ms. Morrow was referring to.

Mr. Murchison asked if Ms. Morrow was referring to a new Attorney General Opinion?

Ms. Morrow advised that she will be forwarding this to Mr. Ronald Corkern and that she had the opinion with her. This was an Attorney General report written to her for the City of Natchitoches that they had provided her with all of the open meeting laws and examples for Shreveport, East Baton Rouge and Lafayette. And she will put it on the floor for discussion.

Mr. Murchison asked Ms. Morrow if she had the Attorney General Opinion Number?

Ms. Morrow stated that she has an Opinion from the Attorney General Mr. Caldwell and stated that she has a "whole package", all of the information on open meeting laws and they did reference that particular Louisiana Revised Statute and will forward to the City Attorney.

Mr. Murchison then stated that what he was asking for was the number of the Attorney General's opinion. He stated that he is familiar with the public records, the statute number. Mr. Murchison stated that he was requesting the number of the Attorney General opinion.

Ms. Morrow asked if you mean the number to this Open Meeting Law? Mr. Murchison said No, he asked if Ms. Morrow had received a new Attorney General Opinion? Ms. Morrow said that Yes, he had sent it to her. Mr. Murchison explained that is what he is looking for, is the number. Ms. Morrow said he would have to go through the package to get that. Ms. Morrow stated that the Attorney General sent her an Opinion for the City of Natchitoches and it is all in the package.

Mr. Murchison asked if the Mayor would like to him address this further and Mayor McCullen responded "yes". Mr. Murchison then stated that the public meeting statute requires that the public be

allowed to comment and it further allows the board, the governing body, to set procedures that are reasonable. Mr. Murchison continued to state that under those guidelines the Council can set guidelines on how they conduct their meetings. Mr. Murchison inquired of Ms. Morrow that if she had something specific from the Attorney General saying that the rules the City set are unreasonable then he will be glad to look at it. Mr. Murchison also stated that all the Attorney General Opinions that he read all indicated that the Council has the right to set the rules for governing its own meetings.

Ms. Morrow then stated she understands that and discussed that specifically with them and then stated that meetings are public bodies and are to be open to the public and that each public body conducting a meeting is subject to the basic requirements of open meeting law. Ms. Morrow stated they know about the rules and discussed the rules with this particular attorney and that these meetings are open to the public and public can have comments. She specifically referred to three people, it just couldn't be three, the meetings are to be opened to the public and she thinks it's inappropriate for her to go through all of the pages and the attorneys can take it, go through it, and review it. Ms. Morrow stated she reviewed it and thoroughly understands and spoke to the specific lawyer in Atlanta. Ms. Morrow stated that limiting to three people interfered with freedom of speech and further stated that persons can have comments, and it certainly wasn't limited to three and stated that she will bring it to the office of Mr. Ronald Corkern and if not satisfied after review by Mr. Corkern, then will move to the next step of getting an attorney.

Mr. Murchison stated that he does not want to comment on something he hasn't seen. Ms. Morrow stated that he is welcome to get it, if he would like she would give it to him at the end of the meeting.

Mr. Murchison stated that as a point of order, because it was not on the Agenda, he suggested that you first need a motion to amend the agenda to add the resolution to rescind the resolution.

Ms. Morrow advised that she made a motion to rescind Resolution #030 and that was the title of the resolution. That within the body of the resolution it had three representatives in there that would be able to speak and she felt that she would put it on the floor to rescind it all because she felt that three persons would be in violation of what the Attorney General said, he said he would be open for public comment.

Mr. Murchison advised that she would first need a motion to amend and the agenda.

Ms. Morrow then stated she would like to have a motion to amend the agenda, that Mr. Murchison knows the law. She stated she would then like to have a motion to amend the law on Resolution Number 030.

Mr. Murchison clarified to amend the Agenda to add your motion. Ms. Morrow stated "yes", to amend the Agenda to add the motion. She inquired if it is order at this time?

The Mayor stated there is a motion by Ms. Morrow to amend the agenda to add this as a business item on the agenda. The Motion was seconded by Mr. Payne.

Mr. Mims stated that if we are in error, I can understand and willing to make a correction. Mr. Mims further stated that the Council and Attorney have not had an opportunity to review the material in the package. Mr. Mims requested that the motion be tabled meeting at this time and have it come before the next council meeting with a report from the attorney.

Ms. Morrow addressed Mr. Mims that the Attorney General for the State of Louisiana supersedes the local. She stated that when she made her report she would forward this information to the city attorney, Mr. Ronald Corkern.

Mr. Mims then stated that he would simply like the attorney to have an opportunity to review it.

Ms. Morrow says there are two other attorneys present, Mr. Benjamin and Mr. Vallien and that she is just putting this on the table and that they know about open meeting laws and it is nowhere in the City

Charter that states you should have three people. Ms. Morrow then stated she will make certain tomorrow that this will be hand-carried to the city attorney, Mr. Ronald Corkern.

Mr. Nielsen asks Ms. Morrow respectfully not to put the motion on the table. Mr. Nielsen further stated that he said it is very clear where Ms. Morrow is on the Resolution and further he expressed his opinion at the last meeting regarding reservation about one paragraph. Mr. Nielsen stated if Ms. Morrow has brought something from the Attorney General, it is going to take care of itself if that is what he said because he does trump us. Mr. Nielsen further stated that as far as the adoption and the reinforcement of *Robert's Rules of Order* that he was very much in favor of and respectfully requested that Ms. Morrow did not put the Motion up, give us time to discuss it, and that he would be more than happy to sit down and talk to Ms. Morrow about it.

After further discussion, the Mayor asks Ms. Morrow if she would entertain to withdraw the motion and let the attorneys take a look at it and come back...

Ms. Morrow agreed to withdraw the motion, to have some dialogue with Mr. Nielsen.

Mayor McCullen asked if Mr. Payne would withdraw his second of the motion.

Mr. Payne withdrew his second but reiterated what he said at the last meeting that he feels like they went the wrong way with the resolution from the very beginning and that he thinks anytime you take the voice away from the people that put us here, it is wrong, regardless if we agree or disagree with it.

Mayor McCullen stated that Ms. Morrow rescinded her motion and Mr. Payne rescinded his second and we will have the attorneys look it, the Attorney General report, and report back to this Council. You all can come together as a group, your desire can be expressed either in a resolution next time or however you want to deal with it. Mrs. Morrow stated that would be fine.

The Mayor inquired of Mr. Murchison if we need a motion to rescind? Mr. Murchison stated that the motion was withdrawn.

Mr. Tony Rainey asked Councilman Nielsen if at the last meeting he did not understand the whole resolution, why did he vote in favor of the resolution.

Mr. Nielsen responded that looking back he wished he would have a have amended it and is more than willing to do so but will get council's consensus.



**The City of Natchitoches**

**RESOLUTION NUMBER: 035**

**Date: May 10, 2010**

**R E S O L U T I O N**

**WHEREAS**, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

**WHEREAS**, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

**WHEREAS**, the City of Natchitoches hereinafter referred to as "Sponsor", has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Natchitoches Regional Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

**WHEREAS**, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION I.**

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Natchitoches Regional Airport; more specifically to install additional fencing.

**SECTION II.**

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

**SECTION III.**

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

**SECTION IV.**

That the Mayor of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

**SECTION V.**

That this resolution shall be in full force and effect from and after its adoption.

The City Council for the Sponsor of the City of Natchitoches met in regular session on this date.

The aforesaid resolution was offered by Ms. Morrow and Seconded by Mr. Nielsen.

The aforesaid resolution, having been submitted to a vote, the vote thereon was as follows:

**YEAS: 5      NAYS: 0      ABSENT: 0      ABSTAIN: 0**

**WHEREUPON**, the resolution was declared adopted on the 10<sup>th</sup> day of May, 2010.

**THE CITY OF NATCHITOCHEs**

BY: Wayne McCullen  
(Signature)

Wayne McCullen

(Typed or Printed Name)

TITLE: Mayor

ATTEST: Coral S. Steadman  
(Signature)

Clerk \_\_\_\_\_  
(Title)

**The City of Natchitoches**

**RESOLUTION NUMBER: 036**

**Date: May 10, 2010**

**R E S O L U T I O N**

**WHEREAS**, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

**WHEREAS**, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

**WHEREAS**, the City of Natchitoches hereinafter referred to as "Sponsor", has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Natchitoches Regional Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

**WHEREAS**, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION I.**

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Natchitoches Regional Airport; more specifically to replace the two airport Gate Operators.

**SECTION II.**

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

**SECTION III.**

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

**SECTION IV.**

That the Mayor of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

**SECTION V.**

That this Resolution shall be in full force and effect from and after its adoption.

The City Council for the Sponsor of the City of Natchitoches met in regular session on this date.

The aforesaid resolution was offered by Mr. McCain and seconded by Mr. Payne.

The aforesaid Resolution, having been submitted to a vote, the vote thereon was as follows:

**YEAS: 5      NAYS: 0      ABSENT: 0      ABSTAIN: 0**

**WHEREUPON**, the Resolution was declared adopted on the \_\_\_\_\_ day of May, 2010.

**THE CITY OF NATCHITOCHES**

BY: Wayne McCullen  
(Signature)

Wayne McCullen  
(Typed or Printed Name)

TITLE: Mayor

ATTEST: Carol L. Steadman  
(Signature)

Clerk  
(Title)

The following Resolution was introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to-wit:

**RESOLUTION NO. 040 OF 2010**

**A RESOLUTION AUTHORIZING THE MAYOR, WAYNE MCCULLEN TO EXECUTE AN APPLICATION AND AGREEMENT WITH FUEL TRAC TO PROVIDE A FLEET CARD PROGRAM FOR THE CITY OF NATCHITOCHES, LOUISIANA WITH A TERM OF THREE YEARS**

**WHEREAS**, the City of Natchitoches (CITY) desires to provide for transaction processing, reporting and payment systems with respect to purchases of motor fuels for the operation of its fleet vehicles; and

**WHEREAS FURTHER**, the City has been provided with an application and agreement by Fuel Trac for the provision of the above services, said application and agreement attached hereto; and

**WHEREAS FURTHER**, having reviewed the attached "State Agency Fleet Card Application" and "State Agency Fleet Card Agreement" the City Council of the City of Natchitoches desires to authorize the Mayor to execute the agreement on behalf of the CITY.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Wayne McCullen, Mayor, to execute the "State Agency Fleet Card Application" with attached "State Agency Fleet Card Agreement", between the City of Natchitoches and Fuel Trac.

This Resolution was put to a vote and the vote thereon as recorded as follows:

<b>Ayes:</b>	<b>Payne, Nielsen, Mims, McCain</b>
<b>Nays:</b>	<b>Morrow</b>
<b>Absent:</b>	<b>None</b>
<b>Abstain:</b>	<b>None</b>

The Mayor then declared this Resolution **PASSED** by a vote of 4 ayes to  $\frac{1}{0}$  nays, this 10<sup>th</sup> day of May, 2010, at the regular meeting of the City Council of the City of Natchitoches, Louisiana.

  
\_\_\_\_\_  
WAYNE MCCULLEN, MAYOR

# State Agency Fleet Card Application ("Application")

The creditor and issuer of the Voyager Fleet Card is U.S. Bank National Association ND ("U.S. Bank"), through its service provider, Voyager Fleet Systems Inc. ("Voyager")

MMASSICOT  
State of LA RTL -  
Org ID 100025526



## INSTRUCTIONS

- 1 Complete all parts of this Application.
- 2 Read the attached Agreement and keep it for your records, along with a copy of this Application.
- 3 Return completed application and all additional requested information to Fueltrac by fax to (225) 906-4001 AND mail to: 7943 Pecue Lane, Ste. B, Baton Rouge, LA 70809

If you have any questions about the State Agency Fleet Card program, please call (225) 906-4000 .

Please note: Applications may be expedited by attaching a copy of Agency's Business License, Certificate of Good Standing, Filing with Secretary of State, Tax Return, Balance Sheet and Income Statement or Financial Statements.

## AGENCY INFORMATION

City of Natchitoches, Louisiana

72-6000931

Legal Name of State Agency ("Agency")

Fed Tax ID#

C I T Y O F N A T C H I T O C H E S

DBA Agency or Agency name to be embossed on cards. (Please limit to 25 letters and spaces.)

Edd Lee

Director of Purchasing

318-357-1129

318-357-3828

Fleet Contact

Title

Phone Number

Fax Number

elee@ci.natchitoches.la.us

Fleet Contact E-mail

806 2nd St

Natchitoches

LA

71457

Agency Physical Address

City

State

ZIP

N/A  
Net Annual Sales

N/A  
Total Assets

\$150,000  
Estimated Monthly Spend

265  
No. of Employees

175  
No. of Cards Requested

INDUSTRY CATEGORY: ☐ Deliveries ☐ Manufacturer ☐ Services ☐ Retail ☐ Wholesaler ☒ Other Government

TYPE OF ORGANIZATION: ☐ State Agency ☒ City ☐ Municipality ☐ Township ☐ County ☐ Other

Is the Agency rated by Dun & Bradstreet ☒ Yes ☐ No If yes, D & B # 020610366

## AGENCY IDENTIFICATION INFORMATION

In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank and Voyager may require Agency, Participant(s) and/or Cardholder(s) to provide legal entity names, street addresses, taxpayer identification numbers and other information that will allow U.S. Bank and Voyager to identify each prior to establishing Accounts under or in connection with this Application. U.S. Bank and Voyager reserve the right to require that Agency, Participant(s) and/or Cardholder(s) promptly provide to U.S. Bank and/or Voyager sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.

Briefly describe the nature of Agency's business: Legislative Body

Does Agency have an existing relationship with U.S. Bancorp? ☒ Yes ☐ No  
If yes, what type of relationship? Current fleet card account

Does Agency conduct business in a foreign country? ☐ Yes ☒ No  
If Yes, what countries and the nature of business and/or transactions?

State Government

## AUTHORIZATION AND EXECUTION

By completing this Application, Agency acknowledges and agrees that this Application and the attached Agreement constitute a valid, binding and enforceable agreement and that all extensions of credit made pursuant to this Application and Agreement will be valid and enforceable obligations of the Agency in accordance with the terms of the Application and Agreement. The execution of this Application and the performance of the obligations hereunder and under the Agreement are within the powers of the Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Agency is a party or is bound. The signer of this Application further represents and warrants that he or she is duly authorized by an applicable constitution, charter, code, law, resolution or other government authority to enter into transactions of this nature. Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Agency to be duly bound by this Application and Agreement. This Application and Agreement require approval as to form by, and the signature of, the Attorney for the Agency. If this Application and Agreement are not approved as to form by an Attorney for the Agency, the completion of a Certificate of Authority is required and must accompany this application and Agreement.

In witness whereof, Agency has, by its duly authorized signer(s), executed this Application and agrees to the attached Agreement.

Dated this 11<sup>th</sup> day of May, 2010 by:

City of Natchitoches, Louisiana

Legal Name of Agency ("Agency")

Wayne McCullen  
Signature

Wayne McCullen, Mayor  
Printed Name and Title

↓ (Second Signature Only if Required By Agency) ↓

Signature

Printed Name and Title

Approved as to form:

[Signature]  
Signature of Attorney for Agency

Daniel T. Marchison, Jr.  
Printed Name of Attorney

### FOR VOYAGER USE ONLY

Date of OFAC

Searched by

TOA

LOC

RC

## State Agency Fleet Card Agreement

The State Agency Fleet Card Application Terms and Conditions (the "Agreement") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the entity that signed the Application as "Agency" for the establishment of a Fleet Card Program. This Agreement supersedes any previous and like agreements with Agency.

1. **EFFECTIVE DATE.** The terms and conditions of this Agreement shall not become effective until U.S. Bank has 1) approved the credit worthiness of Agency and 2) approved this Application and Agreement. The "Effective Date" of this Agreement shall be the date signed by Agency.

2. **SCOPE OF FLEET CARD PROGRAM.** The "Fleet Card Program" includes transaction processing, reporting and payment systems with respect to purchases of motor fuels and other products and services by commercial and government organization fleet vehicle operations. Upon approval, as indicated above, U.S. Bank will issue Cards and establish related Accounts for Agency, and those of its subsidiaries or affiliates that Agency may designate to U.S. Bank in writing while this Agreement is in effect and that U.S. Bank approves as participant(s) (known hereafter as "Participant" and "Participants"). Agency shall furnish a list, in writing, to U.S. Bank designating such Participant(s) and business names, if business activities are conducted under a name other than Agency's and Agency shall have the right to exclude any Participant from the Fleet Card Program upon written notice to U.S. Bank. Agency and/or authorized Participant shall designate employees to U.S. Bank that should receive cards ("Cardholders") and/or be issued Account numbers. Agency shall be responsible for selecting personal identification number ("PIN(s)"), driver identification number ("Driver ID(s)") or vehicle identification number ("Vehicle ID(s)") pursuant to the Fleet Card Program. Unless U.S. Bank notifies Agency to the contrary, or a Card has been terminated as provided herein, all Cards will be cancelled upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement. "Account" means any account established by Voyager pursuant to this Agreement in the name of Customer, its Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued.

3. **LIABILITY.** Agency is solely liable to U.S. Bank for all Debt incurred or arising by virtue of the use of a Card and/or Account of Agency, Participant or any Cardholder. "Debt" means all amounts charged to an Account including without limitation all purchases, fees, Finance Charges, and other charges or amounts due that are owed to U.S. Bank by Agency, its affiliates, Participants, and/or Cardholders.

4. **BILLING PROCEDURE.** U.S. Bank will send to the Agency a periodic billing statement (the "Statement"), which will itemize all charges for the billing period. The amount shown on the Statement as "Total Payment Due" shall be due and payable in U.S. Dollars upon Agency's receipt of the Statement.

5. **FINANCE CHARGES.** A Finance Charge can be avoided if U.S. Bank receives payment of Agency's "New Balance" within twenty five (25) days after the statement closing date (the "Statement Date"). If Agency's New Balance is not paid in full, a Finance Charge will be computed using the Average Daily Balance ("ADB") method resulting in the "Balance Subject to Finance Charge." The "Periodic (monthly) Rate" is then applied against this amount to arrive at the "Finance Charge." To arrive at the ADB, U.S. Bank will take the beginning balance on Agency's account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance." U.S. Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the "Average Daily Balance." The Finance Charge will be assessed at a Periodic (monthly) Rate for Agency's state of mailing address as provided on the Finance Charge Rate Schedule.

6. **LOST OR STOLEN CARD(S) OR COMPROMISED ACCOUNT(S).** Agency shall immediately, upon receipt of such information, notify Voyager either: 1) by telephone at 800-987-6591; 2) in writing addressed to Voyager at P.O. Box 790049, Houston, TX 77279-0049; 3) via facsimile at 800-987-6592; or 4) by an agreed upon electronic means to cancel a PINs, Driver IDs, or Vehicle IDs. After notification has been made to Voyager to cancel such Card(s), PINs, Driver IDs or Vehicle IDs, use of such Card(s), PINs, Driver IDs or Vehicle IDs are expressly prohibited. Agency and/or Cardholder are liable for the unauthorized use of the Card until Voyager receives notification of the lost or stolen Card or to cancel the PIN, Driver ID, or Vehicle ID. Neither Agency, nor Cardholder shall be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Card following receipt by Voyager of notice of such loss, theft or request to cancel a PINs, Vehicle IDs, or Driver IDs. If fewer than ten (10) Cards are issued to Agency, liability will not exceed fifty U.S. Dollars (\$50.00) per Card once Voyager has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized. If ten (10) or more Cards are issued to Agency, Agency shall be liable for all unauthorized use as provided above, this is, until Voyager has been notice of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized; in such cases, liability is not limited to fifty U.S. Dollars (\$50.00) per Card. Agency agrees to assist Voyager in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Card(s) and to comply with such procedures as may be required by Voyager in connection with Voyager's investigation. Voyager is not responsible for controlling the use of any Card(s), other than as specifically provided herein.

7. **PRICING.** U.S. Bank reserves the right to change pricing upon thirty (30) days prior notice to Agency. The following fees apply to this Agreement:

- If any check for payment of an Account is returned unpaid, U.S. Bank may charge a returned check fee ("Return Check Fee") of the lesser of fifteen U.S. Dollars (\$15.00) or the maximum determined by law in your state of mailing address.
- Finance Charge as provided in Section 5.
- Foreign Currency Conversion Fee. U.S. Bank will charge a foreign currency conversion fee of two percent (2.0%) for transactions made outside the United States and the Statement will reflect the conversion into U.S. Dollars on transactions that have occurred in a different currency and an applicable exchange rate for such conversions. U.S. Bank reserves the right to raise this fee with sixty (60) days prior written notice to Agency.
- Account set up fees, Monthly Card fees, and/or Additional Reporting Fees, if any, are on Addendum A, attached hereto and incorporated herein by this reference.

Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not prohibit U.S. Bank from ever applying such fee or charge.

8. **CONFIDENTIALITY.** U.S. Bank considers the Fleet Card Program to be a unique service involving proprietary information of U.S. Bank. Agency agrees that the Fleet Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees of Agency, and only to the extent necessary for Agency to participate in the Fleet Card Program. U.S. Bank agrees that it will maintain all non-public data relative to Agency's account(s) under the Fleet Card Program as confidential information and U.S. Bank agrees to use such data regarding Agency exclusively for the providing of services to Agency hereunder and not to release such information to any other party; provided, however, that U.S. Bank must disclose transaction information to merchants and third party processors. U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Agency. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Fleet Card Program.

## 9. TERM, TERMINATION AND SUSPENSION.

- This Agreement shall remain in full force and effect for an initial term of three (3) years from the Effective Date of this Agreement, and shall continue thereafter until terminated by Agency, U.S. Bank or Voyager upon thirty (30) days prior written notice to the other party. The effective date of termination shall be stated in such written notice of termination. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.
- Notwithstanding the foregoing, U.S. Bank shall have the right to terminate this Agreement immediately, by written notice of such termination to Agency, upon any one (1) or more of the following events: (i) dissolution or liquidation of Agency; (ii) insolvency of Agency or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or Agency enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of Agency; or (iv) any failure to perform a material obligation of this Agreement.
- Upon termination of this Agreement for any reason, Agency shall ensure destruction of all Cards and return all confidential information of U.S. Bank to U.S. Bank. Agency shall remain liable for all Debt incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.
- U.S. Bank shall have the right to suspend any and all services and obligations to Agency under this Agreement in the event that: (i) Agency has breached any term of this Agreement; (ii) Debt due from Agency, in the aggregate, exceeds the ACL or PCL as these terms are defined in Section 14; or (iii) payment is not received by U.S. Bank within ninety (90) days after any Statement Date.
- Rights, obligations or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

## 10. INDEMNIFICATION.

- Except to the extent that any injury is due to Agency's or a Participant's negligent acts or omissions, U.S. Bank shall indemnify and hold Agency and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of U.S. Bank, its agents, employees and subcontractors. U.S. Bank shall indemnify and hold Agency and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.



b. Except to the extent that any injury is due to U.S. Bank's negligent acts or omissions, Agency shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Agency, Participants, its agents, employees and subcontractors. Agency and Participants shall indemnify and hold U.S. Bank harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

**11. LIMITATION OF LIABILITY.** IN NO EVENT SHALL AGENCY, PARTICIPANT(S), U.S. BANK, VOYAGER, OR ANY AFFILIATE OF U.S. BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

**12. WARRANTIES.** Agency warrants the truth, completeness and accuracy of the following in connection with this Agreement: (i) The financial information and all other information provided to U.S. Bank; (ii) This Agreement is a valid, binding and enforceable agreement; (iii) The execution of this Agreement and the performance of its obligations are within Agency's power, has been authorized by all necessary action and does not constitute a breach of any agreement of Agency with any party; (iv) Agency has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card and/or participation in the Fleet Card Program; (v) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Agency possesses the financial capacity to perform all of its obligations under this Agreement the parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and U.S. Bank will have the right, upon notice to Agency, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. **U.S. Bank hereby disclaims any and all warranties with respect to goods and services purchased with its Cards and/or Accounts, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose.** This warranty and damages disclaimer shall apply whether U.S. Bank acts as card issuer, arranger of third party credit, or otherwise.

**13. FINANCIAL INFORMATION.** Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Agency shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent Agency of U.S. Bank) or any of its subsidiaries, Agency shall provide audited financial statements, prepared by Agency's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Agency. In the event U.S. Bank requires additional information to conduct its review of Agency, Agency agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Agency as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

**14. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

- a. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Agency of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Agency shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
- b. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL. (i) **Agency Accounts.** U.S. Bank shall provide notice to Agency of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Agency shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL. (ii) **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

**15. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS.** Subject to credit approval by U.S. Bank, an account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

**Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Agency of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Agency shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL. **Agency Accounts.** U.S. Bank shall provide notice to Agency of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Agency shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

**16. REGISTERED MARKS AND TRADEMARKS.** Agency has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by U.S. Bank.

**17. NOTICES.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Agency or a Participant, all notices, requests and other communication provided for hereunder must be directed to the Agency at the addresses indicated on the Application and to Voyager at P.O. Box 790049, Houston, TX, 77079-0049. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, hand delivered or by any electronic means approved by U.S. Bank. Either party may, by written notice to the other, change its notification address.

**18. GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of North Dakota (without giving effect to the conflict of law principles thereof) and applicable federal laws.

**19. EMPLOYMENT OF AGENTS.** U.S. Bank may, in its sole discretion, employ affiliates or subsidiaries of U.S. Bank as its agent to perform part or all of its obligations under this Agreement at any time without the consent of Agency; provided, however, that such action shall not affect its obligations to Agency hereunder.

**20. FLEET CONTACT.** The Fleet Contact listed on the Application is authorized to provide U.S. Bank and/or Voyager with the information necessary to establish the Account records and Cards, including, but not limited to, PINs, Vehicle IDs, Driver IDs, and related information. U.S. Bank and/or Voyager is/are authorized to send all Account information and Cards produced to the Fleet Contact's attention. Agency may, at any time, by written notice to U.S. Bank, change its Fleet Contact or designate a different Fleet Contact than is listed on the Fleet Card Application.

**21. ASSIGNMENT.** This Agreement and any and all rights and obligations associated with the same may be assigned without prior notice to Agency. All of U.S. Bank's rights under this Agreement shall also apply to any assignee of this Agreement. Agency may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, operation of law, or otherwise, without the prior written consent of U.S. Bank.

**22. CUSTOMER SERVICE.** Agency may contact Fueltrac customer service, Monday thru Friday 8:00 a.m. to 5:00 p.m. CDT at 1-866-618-5658. Agency may contact Fleet Services customer service center 24/7 at 1-800-987-6591 for merchant authorization support.

**23. SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.

Mr. McCain addressed Resolution #40 by asking if the local stations will still be able to participate? Mayor responded by stating that all of them will be able to participate.

Mr. J. W. Scarborough addressed the council on Resolution #40 by asking if this was for purchasing gas? The Mayor responded by stating that all of it for the purchase of gas and stating that the City currently has Fuel Man which has a limited number of stations and if we go to Fuel Trac it is for all stations.

Mr. J.W. Scarborough stated that next door to his flower shop the Texaco Station, he noticed that Northwestern and City vehicles go there to purchase gas and he has a bitter taste in his mouth because the owners of that station are not American but foreigners and he can't see the City of Natchitoches and with tax payers buying fuel from people that came from other countries that bought those stations. We have some stations in Natchitoches that are owned by white and black that are local Americans and he stated he would like for the City to reconsider that. He continued he can't see us pumping money into places owned by foreigners.

The Mayor responded by stating that he appreciates the comments but this is a free American democracy and we can't discriminate. This resolution allows you to use any station. Where we previously ran into problems is if anyone of us traveled out of town you had to try to find a station that handled Fuel Man and now with Fuel Track you can use it at any station.

Edd Lee commented that basically what the City is doing is following a state contract. The State of Louisiana has contracted with Fuel Trac and we are piggy-backing on their contract and as far as the comments about the gas station across from Mr. Scarborough's place, what it will actually do is spread out the ability for us to purchase at more places where that place already has Fuel Man. Mr. Lee went on to say that it will expand it and give more people the opportunity for us to purchase fuel from more people.

Mr. Scarborough questions if that is the only station in town that participates where you can buy fuel from? Mr. Lee said that with Fuel Trac we can buy gas with any station but there are several stations in town that does have Fuel Man, it is not just the one across from you, there are several places. Mr. Lee stated that the City gets the monthly reports and that we buy gas from stations all over town.

Mr. Edwin Crayton stated that he also lives in Natchitoches and just wanted to state that it sounded to him like you are saying that the Fuel Trac means that you can go to anybody that has Fuel Trac. So no particular station would get a contract it would be spread out among different vendors. He stated as a descendant of people who were discriminated against, it is interesting to hear the same thing said from an African-American that was said about us. Mr. Crayton goes on to say that he is not pro-Arab, anti-Arab, anti-anything other than anti-sin, anti-stupidity and anti-wrong. Further, that stated that the city cannot discriminate against people and that he has no interest in that service station but that it is the right decision for the city to open up a contract that gives more vendors business. He says that it is more democratic, not less. Further, if an African-American was discriminated against in 1963 and 1955, that it is no better for the African-American's in 2010 to stand here and say that other people should not get the same opportunities and anyone that wants to cheer comments like that it "smacks of bigotry". Mr. Crayton stated if a black person stated something like that or a white person says something like that, he hoped that God would give him enough courage to stand and say something about it. He stated that we live in a Country that is pluralistic and sometimes we have to give opportunities to people we may not necessarily like or agree with, but that's what makes it America. Mr. Crayton stated that he doesn't think it is a good idea to cheer that idea of not giving business to people because they are Arab, black or white but to give people who are eligible.

The Mayor announced that the City of Natchitoches offices will be closed May 31, 2010 for Memorial Day Holiday.

The Mayor asked if there was any further business to be brought before the Council.

Ms. Morrow stated that she had other business and had several questions for Bryan Wimberly. Ms. Morrow stated that the City had a consultant working with him for a length of time and why this consultant could not bring some of the deficiencies to the council before she received a sheet regarding Natchitoches Power Plant and at no time were most of these deficiencies brought to the council and she stated that is why you have these people on board so that we would be informed about certain things that it's going on, and I want to know in the future do you plan to have this particular consultant on board?

Mr. Wimberly responds by stating that Ms. Morrow's question is very confusing.

Ms. Morrow explains that Mr. Wimberly has had a consultant brought on board to do consulting work and she stated that time after time in this particular council meeting, that she would often ask certain questions about the power plant and boiler system, what was going on and there is a date on her paper. Ms. Morrow stated that she picked up the paper on March 24, 2010 about all of the deficiencies and prior to that date we did not get all of the deficiencies to this table and she was inquiring that if, with the consultant on board...Ms. Morrow asked Mr. Wimberly if he is still working for the City?

Mr. Wimberly stated that most recently we had three consultants working with the City with respect to the Cleco contract but now that we have completed the contract with CLECO, we do have have them on board or actively doing any work for us at this time.

Ms. Morrow then asked how much money has been spent annually on the boiler system at the power plant? Do you have that figure with you at this time?

Mr. Wimberly responded no and stated that the question wasn't presented ahead of time so he is not prepared to quote for past years what we have spent. Mr. Wimberly then commented that he did quote to Tommy last week what was spent in one phase, just the boiler repairs by way of a certified welder. Mr. Wimberly reported that he could not tell Ms. Morrow the total sum of everything that was spent on the boilers in past years, that would be beyond my ability to remember.

Ms. Morrow asked for a figure for the next meeting. Mr. Wimberly said that he would ask Mr. Jones to run that figure. Ms. Morrow reiterated she needs to know how much has been spent on the boiler system on an annual basis.

Mr. Wimberly asked if we could qualify? He said that Ms. Morrow said the boiler system, I can tell you what has been spent at the Power Plant. Ms. Morrow said she felt he should have that number at the top of his head. Mr. Wimberly said he did not but there is more than just the boilers at the Power Plant. Ms. Morrow said she would like to know how much money has been spent annually on the boiler at the Power Plant? Mr. Wimberly asked if she wanted just the boiler? Ms. Morrow confirmed that it what she is asking. Mr. Wimberly asked if she wanted no other part of the Power Plant? Ms. Morrow said no other part of the Power Plant and she would get to that at another time, right now just inquired as to the boiler system and she told Mr. Wimberly he could bring that information as well to the next council meeting.

Mr. Wimberly stated that he didn't think our accounting system separates it that way. Ms. Morrow then asked for a total report and to be sure to highlight the part about the boiler system. Mr. Wimberly told Ms. Morrow he would try and ask Mr. Jones for help.

Ms. Morrow then questioned Mr. Wimberly regarding an article in the *Natchitoches Times* about Nathan Redwine doing work on environmental concerns without being certified and questioned Mr. Wimberly

as to why he did not know Mr. Redwine was not certified. Mr. Wimberly replied by stating that they did not hire Mr. Nathan Redwine but hired All Tech Environmental who employed Mr. Redwine. All Tech Environmental sent Mr. Redwine to us to do the work and we depended on All Tech to be the policing agency for their employees.

Ms. Morrow states she is troubled by that and the boiler system has become a problem to more than one person and anyone who walks through the doors should be certified.

Mayor McCullen then called on Ms. Precious Barber who requested to address the Council on behalf of the Town South/Pan Am Council. Ms. Barber complimented the City Council and residents of Town South and Pan Am and questions Mr. Nielsen about the permanent exit road. Ms. Barber then stated that she had given Mr. Nielsen the full four weeks to let the residents know and asking him what he has come up with.

Mr. Nielsen responded by stating that they are closer to getting this done than we were one week ago and unfortunately it did not get to the point that it is in a resolution form and further said that hopefully it is getting close to the point of where it goes to the attorneys and that is when it will come to fruition. Mr. Nielsen stated that this has been going on forty years and requesting again to please be patient.

Ms. Precious Barber responds by asking what the plans are, they need to know.

Mr. Nielsen advises her that she will know as soon as the plans are locked down. He said that there are legal issues with properties and right of ways and those kind of things that have to be worked through and as soon as he knows a specific plan the whole City will.

Ms. Barber asks if the road will be a permanent exit road. Mr. Nielsen advises that the road will be an emergency road first and then the City will work towards looking making it permanent. Ms. Barber then asked Mr. Neilson to clarify emergency road. Mr. Nielsen said it is an interconnection of the two subdivisions and a road that is sufficient to support first responders in and out the subdivisions. Ms. Barber then asked if it will be open all the time and if not how often. Mr. Nielsen stated that it will be open in the event of an emergency and further it would go through an industrial park that needs its designation to do its business on a day-to-day basis, and further stated that if we need it, it's there. Mr. Nielsen further stated that the City will work with other departments, Police Jury, State, railroad, DOTD whoever we can get, to look at options for a permanent road but what we can give you now, or in the near future, is ingress/egress into the two subdivisions.

Ms. Barber then asked if there was a time span. Mr. Nielsen replied that he is trying to get this done and what it done and that he will not stop until it is done but things don't move near as quickly as he would like to see them. Mr. Nielsen stated that he appreciates Ms. Barber backing him and asked her to be patient, that they have been waiting a long time. Ms. Barber wanted to clarify that Mr. Nielsen's answer is, no the City does not have an anticipated time frame. Mr. Nielsen responded that he hopes soon but there are a lot of factors he cannot control and asked for trust, that it is working and further along than it was two weeks ago and as soon as the City can get it in the form to get a resolution on paper, it will be there. Ms. Barber reiterated that they have been trusting for over thirty years and don't want to have to wait until another election for results.

Mayor McCullen then recognized Tommy Ward who addressed Mr. Nielsen that this has been going on for 40 or 50 years about a road. Mr. Ward stated that we have a licensed engineer who is the State representative who has the plans drawn up and were presented to the City. Mr. Ward stated that a key entrance would not be accessible to the public for emergency purposes.

Mr. Nielsen asked Mr. Ward as to how do you interconnect the two subdivisions. Mr. Ward responded that you can go through the back way of Fairgrounds Road. Mr. Nielsen stated that the City does not own that piece of property. Mr. Ward stated that the City does not need to worry about getting access because if you follow the directions and the plans from Rick Nowlin ...

Mr. Nielsen asked Mr. Ward to call him and allow him to go over his feelings about this and Mr. Nielsen feels that he can convince Mr. Ward that is now where you need to go.

Ms. Morrow advised that she had a conversation with Mr. Nowlin and he committed to Ms. Morrow that he will be calling Mr. Nielsen in reference to funding.

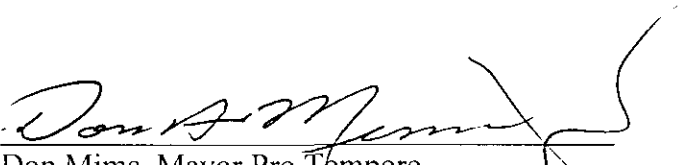
Mr. Nielsen said that he has spoken to Representative Nowlin and things are moving but advised that regarding the By-Pass that one stretch was done when he first moved to Natchitoches in 1970. The other legs have been on the books since then in some, way, shape, form or phase and we still don't have a By-Pass. Mr. Nielsen then stated that the critical thing is to get an emergency road into the two subdivisions first. Mr. Nielsen stated that he doesn't like the plan brought up when Posey was over the district and expressed this to Nowlin, who concurred. Mr. Nielsen then said when you start building a road you get everybody that can possibly have a "play in the game" to participate. The City should lead the way but do not think we need to pay the whole thing. Further stated by Mr. Nielsen that there is a Policy Jury representative over that district that evidently can get some things done that the City cannot and this representative needs to participate. Mr. Nielsen confirmed to Mr. Ward that he will interconnect the two subdivisions and will get emergency ingress/egress to get in and out and that is where he presently is and until he get this accomplished will not focus on anything else.

Ms. Morrow asked Mr. Nielsen said that Mr. William Hyams represents this district and asked if he has spoken to him. She stated that based on what she was told he doesn't mind speaking with Mr. Nielsen and asked Mr. Nielsen to call him about the Police Jury giving cement and gravel.

Mayor McCullen then received a motion from Mr. Mims to adjourn the meeting and was seconded by Mr. McCain.

The meeting was then adjourned at 9:17 p.m.

  
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Mayor Wayne McCullen

  
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Don Mims, Mayor Pro Tempore